FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00097721 **Type of Permit:** STILL **Release Date:** 09/09/2015

Production Company LOCKBOX PRODUCTIONS

Insured Company Name LOCKBOX PRODUCTIONS

Contact Phone No. 1 212-343-1400 304
Contact Phone No. 2
Fax 212-219-0408
Address 133 WEST 25TH STREET, SUITE 8E
NEW YORK, New York 10001

Production Title DELTA WAVE 2

Type of Production Still Photo

Producer Patrick Dougherty

Director Joao Canziani

1st AD Ally Arnold

Production Manager Gina Wilk

FilmL.A. Coordinator Tara Kramer

Location Manager Gina Wilk
Primary Phone Office - 310-838-4600
Secondary Phone

Location Assistant Ally Arnold
Primary Phone Mobile - 818.726.0243
Secondary Phone

Fees

FILMLA FILM APPLICATION FEE	$625.00
LA CITY FIRE SAFETY OFFICER	$960.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00
LAX AIRPORT SUPERINTENDENT	$1,565.30
LAX LAWA VEHICLE	$45.00

Total Permit Fee $3,280.30

Number of Locations 1

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Summary Information — Location

Permit Number	S00097721	**Location Manager**	Gina Wilk
Production Company	LOCKBOX PRODUCTIONS	Primary Phone	Office - 310-838-4600
Insured Company	LOCKBOX PRODUCTIONS	Secondary Phone	
Production Title	DELTA WAVE 2		

Location Address 1 World Way, Los Angeles, CA, 90045

Location Name LAX - LOS ANGELES INTERNATIONAL AIRPORT

Location Type Airport

Film Dates 9/10/2015 - 9/11/2015 15:00 - 05:00 1 day

Open or Closed to the Public Open

Generic Conditions
*LAFD UFSO: Company must contact FilmL.A. for extension of the Uniformed Fire Safety Officers' hours. During normal business hours, UFSO must also inform the LAFD Film desk of the extension.
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents
LAX letter of intent_REV.pdf
Terms and Cond Delta.pdf

Equipment on Location

Type	Quantity
Vans	4

Personnel on Location

Type	Quantity
Cast	4
Crew	26
LA City UFSO assigned	36148

Filming Activities Equipment on property; Interior models against scenery;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 702 **Grid:** G5

Approvals

LOS ANGELES CITY FIRE DEPARTMENT - FILM UNIT	Aaron King
LOS ANGELES CITY POLICE DEPARTMENT	Mark Preciado
LOS ANGELES INTERNATIONAL AIRPORT (LAX)	John Weatherburn

Coordinator Note UFSO REQUIRED 9/10 3PM - 5AM

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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lockbox

Los Angeles World Airports - LAX Film Office
1 World Way
Los Angeles, CA 90045
424.646.6843 phone
310.641.8949 fax
jweatherburn@lawa.org

To Whom It May Concern:

In accordance with the stipulations outlined on the LAX film office page, this will serve as the non-binding letter of intent for Lockbox Productions' proposed still photo shoot described as follows:

Production Dates: Tech Scout 9/8 9AM-12PM, Shoot 1 day 9/10/15 3PM-5AM *(9/11/15)*
Filming Locations/Proposed Schedule:
9/8 Scout: 9AM-12PM Scout LAX
9/10 Shoot LAX:
3PM-5PM Load into Staging Area, Prep
5PM-6PM Essential Crew/Prepped Talent/EQ Go Through Security
6PM-11PM Delta Gate TBD (To be determined on scout)
11PM-4AM Delta One Lounge Access
4AM-5AM Load Out

Total Number of Cast/Crew: 30 with approximately 10 personal vehicles
Base Camp/Parking Requests: 1 sprinter, 1 prop cargo van, 2 production 12 passenger vans
Style of Production: Commercial Still Photo
Type of Equipment: Camera, strobes, c-stands & digital cart
Props: Very minimal small hand props, airline tickets, laptop bag, etc.
Aircraft Use: None
Special Effects: None
Animals: None
Facility Requests: Delta is working to obtain a staging room for us outside of security near the Delta One Lounge.
Stunts: None
Firearms: None

We have two shoot locations in total. One will be at a Delta Gate (to be determined on scout). The scenario is a Delta gate attendant scanning a passenger's ticket. There will be two extras in the background. The second shot is at the Delta One Lounge, with a Delta employee and two passengers getting ready for travel.

Thank you,
Gina Wilk
413.281.4024 cell
310.838.4600 office
gina@lockboxproductions.com

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CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

FILM PERMIT

The Board of Airport Commissioners Resolution No. 18978 and Resolution No. 22979 authorize:

> The Executive Director, or designee, to issue permits for the use of all facilities under the control and jurisdiction of the Department of Airports for the purpose of taking motion pictures or still photographs for commercial use, subject to the approved terms and conditions specified by the Executive Director, or his/her designee.

Described below are the conditions, procedures, and policies governing obtaining and using a valid film permit with the City of Los Angeles, Department of Airports a.k.a. Los Angeles World Airports (hereinafter referred to as "LAWA").

1. All permits shall be issued by the Executive Director, or his/her designee (hereinafter collectively referred to as "Executive Director"), subject however, to the right of the Executive Director to specify which facilities/locations may be used, the hours during which the facilities/locations may be used, and to impose such conditions in each instance as are necessary to ensure that the operations approved shall not interfere with the integrity of the ongoing operations of aviation commerce related activities or the safety of such operations, nor unduly inconvenience the public using the terminal facilities. Notwithstanding the foregoing, LOCKBOX (hereinafter referred to as "Production Company") use of the Los Angeles International Airport (hereinafter referred to as "LAX"), LA/Ontario International Airport (hereinafter referred to as "ONT"), Palmdale Regional Airport (hereinafter referred to as "PMD") and/or Van Nuys Airport (hereinafter referred to as "VNY) airport facilities shall take place at the dates and times to be agreed upon by the parties pursuant to good faith negotiations. LAWA acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide Production Company with film permits providing access to the portions of LAX, ONT, PMD, and/or VNY (hereinafter referred to collectively as "Airport") requested by Production Company, on a schedule consistent with Production Company's production schedule. To the extent it is unable to do so at any particular time, LAWA shall endeavor to notify Production Company on a timely basis if it is unable to provide Production Company with such access with sufficient notice to Production Company to enable it to make other arrangements for a particular shoot or episode. LAWA acknowledges and understands that Production Company has relied on this promise of access in order to film Delta Wave 2 (hereinafter referred to as "Program"). LAWA shall not withdraw or withhold such access or withhold any permit other than on emergency or security based grounds, or LAWA's sole discretion for a breach of this Agreement.

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2. Permits must be obtained by airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic/video production work being conducted on property leased at the Airport under the control and jurisdiction of LAWA.

3. Production activities shall not disrupt ongoing airport/airline operations.

4. Production Company is responsible for all Production Persons in attendance at the Airport filming location. The term Production Persons shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, cast, crew, agents, contractors, subcontractors, clients and invitees of the Production.

5. Production Persons must strictly confine themselves to the designated area which has been permitted/approved for production related activities.

6. Production Company shall make the script available to the Film Coordinator as follows: (i) the Film Coordinator will contact Production Company and will provide Production Company with dates and times that the Film Coordinator is available to read the script; provided, however, that the actual date and time that Production Company will make the script available will be in Production Company's reasonable discretion, taking into consideration Film Coordinator's request; (ii) Production Company will provide access to the script for a reasonable amount of time at LAWA; (iii) the Film Coordinator will be monitored by Production Company or Production Company's designee while the Film Coordinator is reading the script; and (iv) the Film Coordinator will not copy the script or any portion thereof, but the Film Coordinator may take general handwritten notes solely regarding Film Coordinator's concerns with respect to the safety of the Airport property, such as the presence of guns and animals on the Set, which such notes will be subject to review by Production Company or Production Company's designee before Film Coordinator leaves the script review location. In the event there are any material changes to the script, Production Company will provide the Film Coordinator with the pages of the script containing such material changes for review pursuant to the procedures set forth above. Notwithstanding the foregoing, the Film Coordinator acknowledges and agrees that the Film Coordinator will not directly or indirectly issue, or cause or permit the issuance of any publicity, press release, disclose any information, or other public disclosure regarding the script and/or Production Company's business or production methods. LAWA agrees that it does not have the right to any creative control over the content of the Program or any advertising or promotion for the Program.

7. Production Company shall provide in writing to the Film Coordinator, a 'letter of intent' containing the following information:

a) number of cast and crew/personnel, clients/invitees
b) production dates (specify prep, strike and filming)
c) arrival and departure hours

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d) number and type of production vehicles
e) items of equipment to be used, e.g. cranes, scissor lifts, etc.
f) lighting requests
g) identification and use of large, disruptive, and/or hazardous props, e.g. weapons, picture vehicles, etc.
h) aircraft (specify type and use)
i) special effects requests, e.g. rain/smoke, explosives, etc.
j) identification and use of animals
k) alteration requests, e.g. painting/sign removal, etc.
l) stunt requests

8. Production Company will be charged for the use, if any, of airport personnel, airport vehicles, production vehicle parking, and/or for any facility or location usage. An additional fifteen percent (15%) administration fee will be added to any charge for any of the aforesaid. The estimate of charges will be provided by the Film Coordinator to the Production Company prior to the production start date.

9. All payments for fees due LAWA, shall be made in advance, unless credit arrangements, satisfactory to the Executive Director, are made in advance. Deposits guaranteeing payment of fees and charges in an amount equivalent to one hundred twenty percent (120%) of the estimated charges will be required prior to production start. Excess deposits will be refunded upon completion of the billing process.

10. Cancellations or charges in production starting times which are made within twenty four (24) hours of the scheduled production date will cause the Production Company to be charged for Airport personnel assigned for the day of production in question.

11. The determination as to the necessity of the use of personnel of LAWA shall rest with the Executive Director whose decision shall be final and conclusive.

12. Production Company shall provide evidence of insurance, which is satisfactory to the Executive Director prior to entering upon Airport property for film/photographic/video/production/pre-production purposes. Insurance requirements are determined by the Executive Director and include where specified: Comprehensive General Liability, Excess/Umbrella Liability, Comprehensive Automobile Liability, Workers Compensation and Aviation/Aircraft Liability.

13. When activity is conducted in a security identification display area or any sterile area of the Airport, the Production Company must meet current Federal Aviation administration, Transportation Security Administration, and Airport security requirements.

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14. Production Company shall furnish the Executive Director with a complete written list of full legal names of all Production Persons who will be in attendance at the Airport location.

15. Each production person shall provide photo identification and submit to personal search if asked to do so by the Executive Director acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.

16. All production vehicles, including picture vehicles and private vehicles shall be subject to search.

17. All Production Persons are required to wear badges for identification purposes when not acting in a scene. These badges must be made to comply with specifications including but not limited to those size, color, material, etc., to be determined by the Executive Director.

18. Production Company shall provide and display disclaimer placards when directed to do so by the Executive Director.

19. In addition to the Insurance requirements herein, Production Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Production Company and/or Production Company's agents or employees) by reason of injury to, or death of, any person(s) (including Production Company and/or Production Company's agents or employees), or for damage to, or destruction of, any property (including property of Production Company and/or Production Company's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Production Company's activities at Airport, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees.

In addition, Production Company agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Production Company violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Production Company agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

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In Production Company's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Production Company's indemnification and hold harmless of LAWA shall include Production Company's obligations under the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq. (hereinafter collectively referred to as "VARA") for any items that may be covered thereunder that are located on or about the Airport, including, but not limited to, any murals at Airport and the lighted columns/pylons at the eastern ingress/egress to LAX. Production Company shall obtain such releases and waivers as required by the artist of any such items at Airport. Said releases and waivers shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

The provisions of the indemnity and hold harmless provisions hereof shall survive the termination of this Permit.

20. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Persons, shall be kept away from public view at the discretion of the Executive Director.

21. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Executive Director, such permission shall not be unreasonable withheld. Handling, usage and storage shall be determined by the Executive Director.

22. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the discretion of the Executive Director, or his/her designee. The time, place and manner of usage/handling shall be reasonably determined by the Executive Director.

23. No animals, other than professionally trained animals, which shall be under the supervision, handling, and care of a professional trainer/handler at all times, shall be brought onto Airport property without prior approval of the Executive Director.

24. All Fire Safety rules and regulations shall be adhered to by Production Company. Production Company shall contact the Fire Department jurisdictional representative specified for the particular filming location. Fire Department representative Information may be obtained from the Film Coordinator.

25. Smoking is prohibited in all restricted areas. Restricted areas include the Air Operations Area and buildings owned by LAWA.

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26. All cable shall be flown, unless otherwise specified.

27. No person shall drive or walk on the airfield unless under positive escort, or explicit permission is granted by the Executive Director.

28. No privately owned vehicles shall be allowed on the Air Operations Area.

29. Production vehicle curbside parking shall be limited to 'key' vehicles, e.g. camera truck. Key vehicles will be determined by the Executive Director. These vehicles must be attended at all times.

30. LAWA reserves the right to photograph, film or videotape production activity when taking place at facilities under its control. LAWA shall not film, photograph or videotape (hereinafter collectively referred to as "filming") while the Production Company is filming scenes without the permission of the Production Company.

31. Filming/photography/videotaping of the security screening areas or in the security screening areas, is prohibited.

32. LAWA acknowledges and agrees that (i) all rights of every kind in and to all photography and sound recordings made pursuant to the terms and conditions of this Permit, which may include the designation signs, directional signs, and/or welcoming signs (including the freestanding "Welcome to LAX" sign located at the entrance to LAX) on or about Airport that are owned by LAWA shall be solely owned in perpetuity by Production Company and its licensees, successor and assigns ("Successors") for use in the Program, in advertising and promotion of the Program in any media whatsoever, whether now known or as hereafter devised and/or developed; (ii) neither LAWA nor any tenant or other party now or hereafter having an interest in the Airport, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights.

33. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of and under the supervision and direction of the Executive Director.

34. All production locations shall be left in, or restored to the original condition by the Production Company via the means and manner determined by the Executive Director, unless otherwise specified.

35. Production Company shall provide sufficient trash receptacles for filming location and remove same from Airport property. Film Coordinator or his/her designee shall inspect and approve the clean-up effort upon completion.

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36. Use of Airport equipment, electricity, water, and property (other than structures) e.g. escalators, baggage, carousels, etc., is prohibited without prior permission from the Film Coordinator.

37. Production Company directional signs placed along route to and from production location must be removed upon completion of production.

38. All Production Persons are required to be familiar with and obey the rules contained herein. Additionally, said Production Persons shall comply with the Airport security requirements in effect at the time of production.

39. Cooperation shall be given to all Federal Agencies.

40. The LOS ANGELES WORLD AIRPORTS appreciates being credited in commercial production projects whenever possible. Please identify in the following manner: PRODUCTION ASSISTANCE PROVIDED BY LOS ANGELES WORLD AIRPORTS.

41. Production permit may be terminated by the Executive Director for failure to comply with the above-mentioned conditions, procedures and policies. In the case of any failure to comply that does not pose a threat to the safety or security of the airport, or of disrupting its activities, or of violating FAA or other federal, state or municipal statutes and/or codes, Production Company shall be given written notice of such failure, and an opportunity to cure within twenty-hour (24) hours of receipt of such notification.

42. The breach, revocation, voiding, and/or cancellation of this Agreement shall not affect Production Company's rights under this paragraph with respect to photographs, films, and/or recordings already made. LAWA acknowledges and agrees that scenes filmed at Airport for use in the Program may be identified within the Program as taking place at LAX.

43. If any provision of this Agreement is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other remaining provisions shall remain in full force and effect.

44. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall lie in the appropriate U.S Federal or California Superior Court located in the County of Los Angeles. The prevailing party in any action to enforce its rights under this Agreement shall be entitled to costs of suit and reasonable attorneys' fees and costs.

45. Production Company shall, unless otherwise exempted in accordance with the provisions of the Ordinance, be subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as

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amended from time to time. Production Company agrees that during the term of this Permit, it will comply with the EBO. Production company agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

46. Production Company agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in any contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Further, Production Company or any person claiming under or through Production Company shall not establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees. Any assignment or transfer, which may be permitted under this Permit, shall also be subject to all provisions contained in Los Angeles City Administrative Code, Section 10.1, et al.

47. During the term of this Permit, Production Company agrees and obligates itself not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Production Company shall take affirmative action to insure that applicants for employment are treated, during the term of this Permit, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

48. If the total payments made under this Permit are One Thousand dollars ($1,000) or more, this provision shall apply. During the term of this Permit, Production Company agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. The failure of Production Company to comply with the Equal Employment Practices provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Equal Employment Practices provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

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49. If the total payments made under this Permit are One Hundred Thousand Dollars ($100,000) or more, this provision shall apply. During the performance of this Permit, Production Company agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. The failure of Production Company to comply with the Affirmative Action Program provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Affirmative Action Program provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

50. As applicable, Production Company agrees to comply with the First Source Hiring Program (hereinafter referred to as "FSHP"). The FSHP applies to Production Company conducting filming related activities at LAX only. The FSHP does apply to ONT, PMD, or VNY.

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The undersigned has read, understands and, on behalf of Production Company, agrees to comply with the foregoing conditions, rules and regulations contained herein. The undersigned represents to LAWA that he/she is authorized to sign on behalf of Production Company.

Name (Please Print) Patrick Dougherty

Title Producer

Signature _____ Date 8/27/15

Project Title Delta Wave 2

Production Location LAX (Delta One Lounge + Delta Gate)

Production Company Lockbox Productions

Address 315 W. 39th Street #702

City New York State/Zip Code NY 10018

Telephone 310.838.4600

Dated: _____

CITY OF LOS ANGELES
Department of Airports

By _____
(Signature)

_____
(Print Name)

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